



4. Post-judgment interest will continue to accrue on the Judgment at the parties' contractual rate of 1.5% per month (\$60.95 per day) until the Judgment is satisfied in full.

5. Spud City, its agents, servants, employees, attorneys, and financial institutions are hereby ordered to turn over to Plaintiff's counsel at Martyn and Associates, 820 Superior Avenue, N.W., Tenth Floor, Cleveland, Ohio 44113, all PACA trust assets in Spud City's possession or control to the extent that this Judgment is satisfied and Michael Farms is paid in full pursuant to 7 U.S.C. §499e(c)(2).

6. Because Michael Farms asserted a cause of action for dissipation/misappropriation of trust assets and breach of fiduciary duty under PACA, wherein Michael Farms is a qualified and perfected PACA trust beneficiary, this Judgment against Spud City is non-dischargeable in bankruptcy proceedings pursuant to 11 U.S.C. §523(a), provided that this Judgment shall not have any res judicata or collateral estoppel effect as to any other defendants.

**CONSENT TO JUDGMENT OF SPUD CITY**

Spud City, a Defendant in this civil action, does hereby consent to entry of a final judgment against it on the terms and conditions set forth above.

1/29/14  
Date

Thomas Lundgren ITS PRESIDENT  
Spud City Sales, LLC  
By: Thomas Lundgren, its President

**IT IS SO ORDERED.**

February 14, 2014  
Date

Barbara B. Crabb  
BARBARA B. CRABB  
UNITED STATES DISTRICT JUDGE